



TERMS & CONDITIONS

For:

**EQUIPMENT SALE,
HIRE SYSTEMS & SERVICES,
FINANCING,
CLOUD SERVICES &
SUPPORT CONTRACTS**

ORDER PLACEMENT & PAYMENT SUMMARY

Order placement:

Mandatory requirements	Customer P.O. Number Company Registration Number of Customer VAT Number of Customer
Written purchase order to	VIDEOCENTRIC Ltd (Sales) VC House, Markham Mews, Broad Street, Wokingham, RG40 1AB, UK
Fax to	+44 (0)118 979 8909
Email to	sales@videocentric.co.uk Only where a credit agreement is pre-authorised. Additionally, Customer accepts that any email order sent by any employee of the Customer and received by VIDEOCENTRIC will be binding on the Customer and that VIDEOCENTRIC shall not question the authority of the person concerned. If restrictions on acceptance of email orders are required, the Customer shall list them at the time of signing a credit agreement and maintain the list of authorised employees by direct written communication with VIDEOCENTRIC thereafter.
Telephone purchase orders to	0118 214 2300 Credit cards are no longer accepted. Direct payments can be made instantly via digital banking facilities.
Order/Quotation queries	By email or telephone
Currency rates	All pricing is in £GBP. In special circumstances USD\$ or Euro Currency orders will be accepted subject to exchange rate quotation & transaction fee.
Order processing	Will commence when payment or credit account is accepted

Payment:

By signed cheque to	VIDEOCENTRIC LIMITED VC House, Markham Mews, Broad Street, Wokingham, RG40 1AB, UK Tel: +44 (0)118 214 2300
BACS payment to	Barclays Acc.No 40415405, S/C 20-69-15, Swift-code GB47BARC20691540415405
Financing	Rates available from VIDEOCENTRIC for 12-60 month leasing. Leasing applications subject to rapid approval by VIDEOCENTRIC's appointed lease brokers
E-commerce/online credit card	Cannot be accepted at this present time
Pre-payment Discount	1.5% for 100% pre-payment, including installation & maintenance.
Late payment interest	0.25% per week. Separate invoice to be raised at each month end for period starting 32 days from date of invoice.
Currency rate fluctuation	Unless invoiced in £GBP or against fixed USD\$ or Euro quotation, VIDEOCENTRIC shall invoice separately for any excesses incurred.

TERMS & CONDITIONS (of each order)

This agreement shall govern the terms and conditions of each sale of any products or services under any purchase order hereunder. Any purchase order placed upon VIDEOCENTRIC, in whatever form, will signify full acceptance of VIDEOCENTRIC's Terms & Conditions which shall not be superceded by any Customer Terms & Conditions supplied with a purchase order or subsequent business form.

Purchase Orders

All purchase orders are subject to approval by VIDEOCENTRIC and must contain a Purchase Order Number, the Price, Quantity, Order code, Product description, requested Delivery Date and Delivery/Invoicing instructions. A delivery date of "ASAP" will be assumed to mean 45-days from date of order. The Customer hereby agrees that any Purchase Order received by VIDEOCENTRIC, whether it be by post, by fax, by email, by text or by phone shall be considered an authorised one and is therefore binding on the Customer. Any customer wishing to limit ordering to named individuals within their organisation, or require checking of authorised signatures prior to order processing, shall inform VIDEOCENTRIC, in writing, in advance of placing orders. Only where VIDEOCENTRIC has accepted such written conditions from a Customer, will VIDEOCENTRIC question the authorisation level of an order. No purchase order is binding on VIDEOCENTRIC until written acceptance is supplied in the form of an order acknowledgement or by shipping the goods/services, whichever is the sooner.

Order value vs Credit-level

VIDEOCENTRIC retains the right to refuse any order if the Customer is outside his line of credit or is not within current standings, in which case VIDEOCENTRIC agrees that it will advise the Customer, within 3 working days of receipt of all orders, if the Customer's current level of credit is inadequate to allow VIDEOCENTRIC to ship the equipment in the Customer's order. VIDEOCENTRIC will liaise with the Customer and will make a "part shipment" of Products up to the value of the Customer's credit available, if so requested by the Customer.

VAT & Delivery Charges

All purchase orders are subject to delivery charges and VAT which will be detailed by VIDEOCENTRIC on every formal quotation. Customer purchase orders which omit to mention delivery or VAT will still be processed by VIDEOCENTRIC on the basis that the delivery and VAT amounts supplied in the corresponding quotation will be added to the invoice automatically. Customers wishing VIDEOCENTRIC to reject Purchase Orders which do not contain such detail shall inform VIDEOCENTRIC in writing in advance of order placement.

Cancellation of Purchase Orders

Unless VIDEOCENTRIC indicates that it is unable to fulfil a purchase order with the exact goods or services, in the timeframe requested by the Customer, no purchase order may be cancelled. In exceptional circumstances VIDEOCENTRIC may have a re-stocking arrangement with its manufacturer or importer, in which case a restocking fee of 25% (plus two-way delivery if shipment has already commenced) may be able to be agreed at VIDEOCENTRIC's sole discretion, but that will be handled on a case by case basis and will not be offered by VIDEOCENTRIC as part of its Terms and Conditions. Every purchase order received and accepted by VIDEOCENTRIC regardless of whether acceptance is supplied in the form of an order acknowledgement or delivery of goods or services will be binding.

Delivery & Acceptance

Standard delivery lead times are not guaranteed and vary depending upon the manufacturer of the equipment concerned and upon VIDEOCENTRIC stock levels. VIDEOCENTRIC shall employ best efforts to ship Products, under purchase orders hereunder, as soon as possible after they are confirmed. Once products are prepared and ready for despatch by VIDEOCENTRIC, regular delivery methods will be employed to transport them to Customer. In exceptional circumstances, VIDEOCENTRIC will consider requests for expedite turnaround on orders subject to an expedite order fee. In no event may VIDEOCENTRIC be liable for damages, exemplary, or otherwise, for failing to deliver products within the published lead-time.

Delivery acceptance is in two parts, firstly visual inspection of external packaging upon delivery/collection and secondly detailed inspection of internal contents for signs of incorrect or inadequate delivery or for systems to be termed "dead-on arrival, DOA".

Visual Inspection following Direct Delivery by VIDEOCENTRIC or its appointed agent. The delivery address specified on a Purchase Order will be deemed to be that of the Customer or its appointed Agent for the purpose of delivery acceptance. The Customer agrees to visually inspect the packaging to accept that no damage has been caused in transit and that any signature of the courier's delivery note will signify such acceptance by the Customer. The Customer accepts full responsibility for ensuring such acceptance or rejection, even if the delivery address is that of the Customer's agent or self-appointed installation subcontractor, or a shared reception area at the delivery address specified.

Visual Inspection following Onward Delivery by Customer to another of its sites. VIDEOCENTRIC is not responsible for loss or damage or the failure of a visual inspection, where a Customer or one of its Agents or Sub-contractors forwards equipment from one site to another. Such onward forwarding may also disqualify a product from being classified as DOA during a detailed inspection, if the DOA duration is exceeded. This begins when the initial courier signature is received by VIDEOCENTRIC.

Visual Inspection at Point-of-Collection. In the event that the Customer arranges self-collection from VIDEOCENTRIC, in lieu of delivery, then acceptance or rejection will be deemed to be complete when the product leaves the VIDEOCENTRIC site, whichever method of collection be employed.

Detailed Inspection & DOA declaration. The delivery will be deemed to have been fully accepted by the Customer once the Customer has had a reasonable time to inspect the contents of the delivery. This time shall not exceed 5 working days from date of receipt by customer (ie the date & time recorded by VideoCentric's delivery agent) after which standard warranty conditions will apply. Upon discovery of a DOA item, VIDEOCENTRIC shall be contacted immediately by the Customer and await instructions for remedial action. VIDEOCENTRIC shall replace the DOA item at its own cost and within a timescale equal to the initial forecasted delivery timescale or the customer may cancel the order and both parties accept the order will become null and void.

Shipment Responsibilities, Ownership & Risk

Shipments. All Products delivered under the terms of this Agreement will be suitably packed and marked with the delivery address as specified by the purchase order. Shipment and insurance charges for delivery, using a method and carrier of VIDEOCENTRIC's choice, will be added by VIDEOCENTRIC unless otherwise stated at the time of quotation. If the Customer requests expedite delivery or the delivery address is outside stated geographical limits, then additional charges will apply for shipment and insurance. Alternatively, the Customer may, at its own discretion and its own cost, take full responsibility for the collection, shipping and insurance of products from VIDEOCENTRIC address. The required method must be stated at the time of order, otherwise VIDEOCENTRIC will assume that it is required to arrange for shipment through a carrier of its choice and that any reasonable, additional shipment charges for any special deliveries can automatically be included in the invoice. In the case of exports, unless stated at the time of quotation, it is the Customer's responsibility to deal directly with any customs duty or sales taxes which may apply locally in a given territory.

Risk of loss or damage.

(a) Where courier delivery directly to the Customer takes place, Risk of loss or damage will pass to the Customer on signature of a courier's delivery note. (b) Where the Customer arranges for collection, Risk of loss or damage will pass to the Customer upon signature by the Customer or its collection agent, on leaving VIDEOCENTRIC premises. (c) Where VIDEOCENTRIC, or its appointed sub-contract engineers arrive on Customer-site with equipment, Risk of loss or damage will pass to the Customer upon the start of the Installation work and so the Customer shall have the right to inspect the deliverables before work commences. The responsibility for security of the installation site, and loss from it, is therefore that of the Customer. Damage caused by VIDEOCENTRIC or its installation sub-contractor to equipment after delivery but before installation completion, shall be the responsibility of VIDEOCENTRIC. (d) Where an RMA is issued for the return of products to VIDEOCENTRIC or its manufacturer or repair centre, the Customer shall be responsible for the proper packaging and labelling of the goods in accordance with delivery instructions given on the RMA. The customer is also responsible for checking the identity of the courier matches the one authorised on the RMA, signing the courier collection note and keeping a copy of the collection note for inspection by VIDEOCENTRIC or its manufacturer for at least 30 days. Only if these procedures are followed will the Risk of Loss pass back to VideoCentric when the product/s leave the Customer premises.

Cost of shipping & insuring Returns VIDEOCENTRIC shall assume all freight responsibility for Products shipped back to a UK Customer by VIDEOCENTRIC for products, which are under warranty at the time of return, provided the shipment is due to defects covered by the warranty and provided that the products were returned to VIDEOCENTRIC in accordance with the published RMA (Returned Materials Authorisation) procedure. Customer shall assume all freight and insurance responsibility for Products shipped to VIDEOCENTRIC for products that are out-of-warranty. The cost of two-way shipping and insuring products deemed Dead on Arrival (DOA) or those covered by a valid UK Advance-Hardware Replacement Maintenance Contract, shall be the responsibility of VIDEOCENTRIC or its manufacturers/delivery agent.

Completion of Sale. The sale is deemed to be complete at the point of delivery or collection signature. Invoicing may occur earlier at the time of order if payment by credit card, cheque or prior bank transfer, or upon shipment from VIDEOCENTRIC or its importer or trade distributor. Delivery duration of less than 3 days shall have no impact on the Date of Invoice. Under no circumstances does VIDEOCENTRIC accept that a Customer will defer payment simply because another part of its project is delayed or the Customer has not received payment by a third party. The Customer hereby accepts that VIDEOCENTRIC will not share in any project risk of this type without prior written agreement from VIDEOCENTRIC.

Title to Products. Until the purchase price and all related charges, including accumulated interest, payable to VIDEOCENTRIC hereunder has been received in full, VIDEOCENTRIC retains complete ownership of the Products. Until this time, the Customer agrees to keep proper records of serial numbers, purchase orders and invoices such that this information, together with full details of the whereabouts of the Products may be supplied to VIDEOCENTRIC within 5 days of request from VIDEOCENTRIC. The request may be invoked at any time if the credit period for products shipped by VIDEOCENTRIC has been exceeded. VIDEOCENTRIC may take any reasonable action it feels necessary to secure direct payment or the recovery of Products and reserves the right to suspend all service activity on the system/s in the meantime although this will not remove the Customer obligation to pay for the service contract committed to.

Payments & Credit

Purchase Price Liability. Customer agrees that VIDEOCENTRIC's liability under this Agreement, regardless of the form of action, shall in no event exceed the price paid by Customer for the Products. VIDEOCENTRIC agrees that customer's liability under this Agreement, regardless of the form of action, shall in no event exceed the price invoiced to Customer for the Products. IN NO EVENT WILL VIDEOCENTRIC BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES, AND NEITHER PARTY SHALL BE LIABLE TO THE OTHER, FOR LOST PROFITS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING IN ANY WAY OUT OF THIS AGREEMENT.

Credit Application & Supply of Information to 3rd Parties. Trade Customers must complete an application for credit and any amendments to these standard terms and conditions will be detailed as an appendix to the application form and signed by both Customer and VIDEOCENTRIC, otherwise the Terms & Conditions listed herein will apply. The Customer hereby agrees that VIDEOCENTRIC shall have the right to refer any application for credit to any professional 3rd Party agent of its choice for the purposes of credit assignment, credit maintenance, invoice management, invoice collection and credit insurance. The Customer also agrees to liaise with such a nominated 3rd party collection agent, as appointed by VIDEOCENTRIC, over invoices raised, and hereby agrees to make payments to such a collection agent if instructed in writing by VIDEOCENTRIC. With reference to the Data Protection Act 1998, the Customer is hereby notified that VIDEOCENTRIC's nominated credit agency will make a search, and keep a record of that search and may share that information with other businesses. They may also make enquiries about the Principal Directors listed and will monitor and record information relating to the Customer's trade credit performance and such records will be made available to other organisations to assess future applications for credit.

Credit Level Maintenance The Customer agrees that any level of credit is an earned privilege and that VIDEOCENTRIC and/or its nominated 3rd party collection and credit agent, should withdraw indefinitely any credit assigned if a poor record of payment develops. If Customer exceeds its credit line, or fails to qualify for continued credit terms, VIDEOCENTRIC may delay subsequent shipments and/or require prepayment or other payment arrangements satisfactory to VIDEOCENTRIC. Any Products shipped pursuant to specific credit terms, such as Payment with order shall not affect the Customer's credit line. The payment by the Customer to VIDEOCENTRIC as aforesaid is a precondition for the shipment by VIDEOCENTRIC of the relevant product. VIDEOCENTRIC reserves the right to withdraw or amend the value of the credit line at any time based on any reason including Customer's change in financial condition, or payment history.

Late Payments & Reporting VIDEOCENTRIC or its nominated 3rd party collection and credit agent will begin issuing recurring monthly invoices for interest on all payments which become overdue by more than 7 days. A compound interest rate of **0.25% per week** will be applied starting at the due date and through until the debt is paid or until recovery/legal action is commenced via formal written correspondence to a Director of the Customer's organisation. This will include recovery of the interest debt. The Customer is hereby also made aware that VIDEOCENTRIC reserves the right to report monthly, quarterly and annually, the names of its aged debtors, to nominated agents and/or VIDEOCENTRIC staff, including but not limited to International Financial Controllers, 3rd party Credit Management and/or Insurance Companies, 3rd Party Accountants and Auditors. VIDEOCENTRIC reserves the right to amend the names of the Companies it chooses to appoint for the purposes of debt collection and reporting at any time, and without reference to the Customer.

VAT, Taxes and Other Exclusions. All prices described herein are exclusive of VAT, local taxes and customs duty. VIDEOCENTRIC will not add VAT to any non-UK invoices. If it is later found that local VAT is payable in the territory concerned, then it will be the responsibility of the Customer to make appropriate local VAT declarations as appropriate. No compensation shall be paid by VIDEOCENTRIC Ltd for failure to declare, pay or collect refunds on VAT or other taxes.

Hardware Warranty. VIDEOCENTRIC passes to its customers, full manufacturer's warranty on new products or remainder of warranty on used or ex-demo products, unless specifically stated. The product identified by the serial number indicated on the hardware will be warranted by its manufacturer free from defects in materials and workmanship for a stated period from the date of delivery, unless the manufacturer of the equipment concerned states that a maintenance contract must be taken out in order for any warranty to apply. Date of delivery is defined as (a) the date of shipment from VIDEOCENTRIC or its manufacturer or shipping agent for direct deliveries to a Customer, or (b) the date of installation by VIDEOCENTRIC or (c) the date of installation by an approved sub-contractor of VIDEOCENTRIC. For installations held by the customer for a period of greater than 30 days, manufacturer's warranty will begin at the point at which VIDEOCENTRIC took delivery of the goods on behalf of the customer. Repairs and parts replaced by VIDEOCENTRIC or its manufacturer, will be shipped within 30 days of receipt of the faulty unit and subsequently warranted for ninety (90) days from the date of shipment by VIDEOCENTRIC or for the remainder of the warranty period, whichever is the greater. The manufacturer, at his/her sole discretion, reserves the right to ship replacement parts that are new, pre-used and/or refurbished, or is the "nearest equivalent" in terms of functionality, if End-of-Sale has been declared, or if stock levels have been exhausted. VIDEOCENTRIC does not warrant that the operation will be error free or uninterrupted, or that a replacement part will be an identical match, although best efforts will be made to do so. Customer shall not be entitled to extended warranties beyond the written warranty period, although these may be offered at the discretion of VIDEOCENTRIC.

Software Warranty. Unless specifically stated, VIDEOCENTRIC's manufacturers warrant that the software will perform according to accompanying user documentation for a period of ninety (90) days from date of receipt unless the manufacturer of the software concerned offers a longer standard warranty in which case this shall apply. VIDEOCENTRIC

does not warrant that the operation will be error free or uninterrupted. Rectification of a software fault accepted by the manufacturer, shall be in the form of a “bug fix” and released to the customer as soon as reasonably practicable after VIDEOCENTRIC is notified by the customer. A bug fix does not qualify the Customer for any formal Software Upgrade unless the manufacturer regards such a release as the only suitable way of releasing a bug fix to the customer, in which case there will be no charge to the customer. Other systems owned by the customer which fall outside the 90 day software warranty period do not automatically qualify for the same fix or software upgrade unless covered separately by a maintenance agreement.

Warranty & Service Exclusions. All warranties set forth above specifically exclude and do not apply to defects in Product that are caused by the use or operation of Products in an application or environment other than that intended or recommended by the MANUFACTURER, or caused by modifications or alternations made to the Products by Customer or any third party or caused by failure of Customer to comply with any of the return procedures specified in this Agreement. Hardware failure caused by physical or electrical damage or stress, whether it be wilful or accidental, is not covered by any warranty or service contract and it is expected that the Customer will maintain an adequate level of insurance to cover repair or replacement of damaged parts which will be quoted at competitive rates by VIDEOCENTRIC on a case by case basis provided such items have not been declared end-of-life by the manufacturer or have not been exhausted from VIDEOCENTRIC stock.

Out of Warranty Support. Extended warranty support is available for most products at the time of purchase and is renewable on an annual basis for an indefinite term. Out-of-Warranty Returns will only be accepted by VIDEOCENTRIC under special circumstances where a quotation has been made available in advance. VIDEOCENTRIC reserves the right to refuse to quote for any out-of-warranty repair/replacement. Renewal of maintenance contracts after expiry may be possible on certain products subject to a recertification fee and on the basis that a faulty unit is repaired as an out of warranty return before it can be recertified.

In-Warranty Support. Customer shall send Products with defects covered by a Manufacturer’s warranty to VIDEOCENTRIC Ltd at the address on the front cover of this agreement, unless an alternative address is specified on the RMA. Customer shall first request Return Materials Authorization (RMA) from VIDEOCENTRIC prior to the return of each defective Product for repair or replacement by VIDEOCENTRIC. Upon request, VIDEOCENTRIC will provide Customer with a Return Material Authorization (RMA) number to be prominently displayed on the shipping container for the defective Product. Once VIDEOCENTRIC authorises the return of any defective Product, Customer shall ship such Product to the repair facility, freight prepaid and insured. If such defective Product is received by VIDEOCENTRIC during the applicable warranty period, VIDEOCENTRIC shall, at its sole option and expense, repair or replace such Product, employing at its option, new or used parts or Products to make such repair or replacement, and shall ship the repaired or replaced Product to Customer, freight prepaid and insured. In-warranty support relates to the hardware element of the system, not to the software running on it, which will be delivered at the latest level regardless of the levels which may be running on other similar equipment owned by the Customer.

Service Contract Support

Maintenance is available on all brand new units either at the time of order or within 30 days of order. It is also available as a transfer from another Reseller at the time of renewal provided there is no break in cover. Maintenance purchased on systems that have no previous cover, or earlier cover has lapsed will be subject to Recertification. Recertification involves completion of a form, accepting a dial-in test over ISDN or over Broadband IP to determine full functionality prior to acceptance. Order acceptance is not to be interpreted as Recertification acceptance which is underwritten by VIDEOCENTRIC’s technical department and for software-maintained products, by the Manufacturer or its Appointed Importer, under the instruction of VIDEOCENTRIC. Acceptance of any maintenance contract, including re-certifications, will be signified by the delivery of a valid maintenance certificate by VIDEOCENTRIC for each unit covered.

A selection of service/maintenance levels are offered depending upon the responsiveness & manpower required. Reference to VideoCentric’s SLA Service Level Definitions, Limitations & Comparisons (PRO-SLA-VC) should be made to understand cover, response times and complaints procedure.

Renewal of maintenance cover may be rejected in there has been a lapse in cover, or if full recertification is not paid, or if the manufacturer announces “end-of-service life (EoSL)”, or if VideoCentric ceases supply of such products, or if customer’s credit line is insufficient and pre-payment is not made.

Failure to supply proof of collection of replacement parts by the specified and authorised courier will result in Customer being liable for loss or damage arising and an invoice being raised for the goods concerned at full market price.

Where an on-site contract exists, on-site engineers may assist, but are NOT responsible for removing faulty units from site or for returning defective systems to the manufacturer or 3rd-party Agent. That responsibility resides with the Customer, as does the transferring of licences, functionality options and reloading of software if suggested by the visiting engineer. The on-site engineer is tasked only with delivering and quickly replacing faulty hardware, to a point where he/she is convinced that the hardware fault has been removed and the system will once again function if reconfigured in line with original installation procedures.

The transferring of licences, functionality options and reloading of software remains the responsibility of the Customer in

all cases. Where assisted by a visiting engineer, when he/she is convinced that a hardware fault has been removed, and the system has been re-installed, reloaded, reconfigured, recabled as necessary to a basic working level, the engineer shall be permitted to leave site. Any difficulty reloading customer licences, setting preferences, loading phonebooks etc shall be a Customer responsibility in conjunction with manufacturer instructions, for which VideoCentric's help desk shall be consulted separately rather than detaining the visiting engineer.

Hire Equipment

VideoCentric will hire equipment to Customers on a short-term basis, 1-day, 1 week or 1 month. A Hire request form must be completed and unless an existing Credit Agreement is already in place with VIDEOCENTRIC, full hire fees and deposit are payable via Credit Card in advance. A purchase order number is required in order for a VAT invoice to be sent to the hirer's accounts department. If goods have not been returned by or made available for collection by the agreed date/time, CUSTOMER agrees to be invoiced or charged on Credit Card for the extended hire at the standard daily rate plus surcharge as published in VIDEOCENTRIC's price list. This will be a minimum of one day. Invoices raised against late return are payable within 30 days of the date of invoice otherwise compound annual interest of 0.25% per week will be charged on the balance thereafter. Where VideoCentric has agreed to collect the goods and the goods are not available for collection as stated, the hirer agrees to be charged for an extra day and a courier will be re-booked for the following day. If this takes the hire over a weekend, a full-week (equivalent to 3 days hire) will be charged. If VideoCentric arranged a courier to collect, proof of collection at Customer's premises must be retained for VideoCentric's inspection if required. Failure to supply following non-return of goods, means that Customer is still liable for loss. If Customer arranges for own-courier to collect, a fax back section on the Hire Form allows Customer to supply VideoCentric details about the timing of the collection. In the event of a delayed return, no appeal against surcharges will be considered unless this form was received by VideoCentric's fax prior to the time of planned courier collection. Returned goods will be checked off by VideoCentric. The hirer will be charged for any parts missing or damaged or if not replaceable the full amount will be invoiced against the P.O. number supplied. The hirer is responsible for arranging his/her own insurance to cover loss, fire, theft or damage to goods while in transit, in set-up, in-use, in storage, in conference suites, halls, schools, hotels, business premises or similar locations. VideoCentric will only be responsible for the insurance of goods being transported by its own staff, or by a courier contracted directly by VideoCentric and only up to the point at which goods are signed for, by goods-in or reception at the hirer's premises, after which full responsibility passes to the hirer. The hirer's attention is drawn in particular to the Packaging and Labelling of goods to be returned to VideoCentric as poor re-packaging or mislabelling leading to the damage or loss of goods will still be charged to the Hirer who should check that their insurance cover allows for negligence in this respect. Unless adequate reasons have been communicated to and accepted by VideoCentric, equipment not returned within 48 hours of end of hire period may be deemed sold to the hirer at the replacement cost stated on the Hire Form, and on 7 day terms. Legal title will only pass to the Hirer once goods have been paid for in full, but the Hirer accepts that VideoCentric shall find it necessary to introduce an extra unit into Hire stock to cover a unit not returned on time, and so shall reasonably refuse the late return and demand payment in full.

Leased Equipment

VideoCentric will arrange for Equipment Leasing on a long-term basis with its preferred LEASING COMPANY. Normally this term will be 12 months, 24 months, 36 months, 48 months or 60 months but special agreements may be reached through direct negotiation. Once an equipment list has been agreed upon through the formal Quotation process, a Leasing Request form will be completed and sent by VIDEOCENTRIC to its LEASING COMPANY to enable direct and confidential discussion to take place between Financial representatives of the CUSTOMER and LEASING COMPANY who will agree or reject the application accordingly. Once the CUSTOMER has agreed terms with the LEASING COMPANY, VIDEOCENTRIC will receive a purchase order from the LEASING COMPANY not from the CUSTOMER. An option to purchase at the end of the term may be agreed with the LEASING COMPANY if required, after which title will transfer to the CUSTOMER. Otherwise title remains with the LEASING COMPANY throughout and after the agreed period.

Cloud Services

VideoCentric's brands its own cloud services under the name VideoCloud™ which may be entirely internal to VideoCentric, be entirely external to VideoCentric, or be a hybrid service where two or more service components have been integrated together to form a value added service. Where 100% external to VideoCentric in terms of service operation, then Ts & Cs will be those of the external service provider, unless otherwise stated. Where VideoCentric components are wholly or partly integrated, then VideoCentric's own Ts & Cs will over-ride those of the service provider as far as the end-customer is concerned. Regardless of whether service within the VideoCloud™ portfolio is subscribed to separately, or as a bundle/set, the Ts and Cs and SLAs will operate independently on a per-service basis. For example, where a customer has a CVI Gateway service, a Multipoint bridging service, a separate recording or streaming service etc, then each of the 3 component parts will have its own SLA. The failure of, or dis-satisfaction with, one of those components, shall not be linked with the working components unless the co-existence of all components is fundamental to the operation of the service for the customer. For this to be recognised, it must be stated explicitly on the customer's purchase order or signed in a separate contract or memorandum of understanding. Where services are provided on a daily/hourly basis, to satisfy the requirements of a specific event, VideoCentric shall not be liable for any damages, including loss of profits, arising from a service outage, errors or omissions on the part of any operator, failure of systems or networks to support the event, or for any consequential damages arising out of the use, mis-use, or services or its options. VideoCentric will take all reasonable steps to provide alternative services in the event of system or network breakdown, and will re-imburse the fees paid for each service component that mis-performed or under-performed, if the fault was due to service level issues under

the direct control of VideoCentric, but not for local bandwidth or firewall issues, or the lack of training of individuals operating the equipment at the customer end. Similarly, VideoCentric will not be held responsible for lack of interoperability between service components that could have been reasonably tested ahead of the event, using trial rooms and services made available by VideoCentric. This includes issues relating to a) PC/Mac Operating System, b) Web-browser used, c) VideoConferencing systems with different software levels to the latest one recommended by the manufacturer, d) firewall & proxy permissions at local sites, e) the download of mobile/tablet apps, f) the inability to register or re-register desktops, tablets or mobiles with a service provider's service, registrar or gatekeeper to set up permissions for secure access.

While VideoCentric will take all reasonable steps to ensure the privacy and security of meetings held in public rooms, including the identities of persons and sites involved, it cannot be held responsible for any breach of security from cyber-attack or personal intrusion, and it is a customer's responsibility to continue to be vigilant about discussing commercially sensitive information and to ensure that those entering the rooms concerned are invitees and known to others.

Each customer should acquaint themselves with Artificial Intelligence (AI) features of a particular solution before purchasing as VideoCentric will not be responsible for data collected by the system or servers it may communicate with for statistics on meeting room usage or the participants therein. VideoCentric is aware of the sensitivity of data transmitted and stored and will make best efforts to ensure privacy, integrity, security and quality systems are in place, but it is hereby stated that VideoCentric itself is not accredited to ISO27000 data security standards although many of its suppliers and cloud service providers do. Unlike major global service providers that provide total system and network resilience, power back-up, automatic failover and 3-layer, 24-hour security, VideoCentric's own services rely on manual switchover methods during business hours, or extended where the appropriate fee is paid, and service level is managed as "best efforts" albeit with the experience and technical support equipment/staff rarely found in the larger service providers. Under no circumstances will any compensation be awarded for cloud service failure of any type, even in the situation where a conference is completely unsuccessful and abandoned, for whatever reason.

Packing & Labelling All Products returned to VIDEOCENTRIC shall be packed in a suitable shipping container with sufficient internal padding to prevent movement & shock adversely affecting sensitive electronic equipment and to prevent items contained within damaging each other cosmetically. Unless otherwise provided for in this Agreement, all Products must be shipped by a certified carrier experienced in handling sensitive freight. All Product returned for repair must include with them a report indicating the type of failure. VIDEOCENTRIC will not be responsible for damage or loss resulting from poor packaging or labelling or for removing adhesive tape, labels, permanent markings or other residue applied to the Product by Customer. If the boxes of any products returned for re-stocking (see separate conditions) have damage, marker pen, tape or courier labels stuck to them, the Customer agrees that the restocking fee will be increased from 25% to 50% to allow VIDEOCENTRIC to be able to sell the products as graded/damaged stock through the bargain section of its web site.

Indemnification by Sub-Reseller or Integrator. Any trade reseller or integrator purchasing products or services for onward supply to an end-customer or other 3rd party, agrees and undertakes to indemnify VIDEOCENTRIC against any damages, costs (including attorney's fees and costs) or any other liability arising from claims on the Sub-Reseller or Integrator by any third party, unless it can be shown that VIDEOCENTRIC mis-represented such Products or Services in selling them through the said Sub-Reseller or Integrator. VideoCentric takes no responsibility for any brochures, data sheets, technical specifications, quotations, pricing, product/service descriptions, warranties, offers, appearing on any web-site other than those belonging to VideoCentric, or those appearing in brochures, advertisements, letters, documents, electronic media, publications, exhibitions, or other promotional material of sub-resellers, integrators, consultants, agents or trade partners, unless specifically underwritten for a maximum period of 30 days, by a Director of VideoCentric in advance. All such material is liable to change at any time and without notice and it is the responsibility of the Sub-Reseller or Integrator to check all descriptions against current specifications on a per-quotation basis and to always represent products and services in a manner consistent with the Manufacturers' current Product descriptions and warranties.

IPR Infringement. Neither VIDEOCENTRIC nor Customer shall infringe or attempt to infringe the Intellectual Property Rights of any other party, including but not limited to copying any hardware, software, documentation or pictures without the written permission of its owner. In the event that one party (VIDEOCENTRIC or Customer) does infringe IPR in some way, then the other party undertakes to indemnify the other against any damages, costs (including attorney's fees and costs) or any other liability arising from claims by any third party, unless it can be shown that both VIDEOCENTRIC and Customer contributed directly to the same IPR infringement.

Authorised Two-tier selling. VIDEOCENTRIC is established primarily as a reseller and integrator supplying direct end-customers. In certain situations VIDEOCENTRIC may partner with a 3rd party Integrator or Sub-reseller to fulfil a project. In supporting a partner, VIDEOCENTRIC must be furnished with end-user details including Installation Address, Customer Project Manager, Telephone No, Email Address, ISDN number or Public IP address if a videoconferencing system is being installed, Technical Support contact details and Partner Technical Support details. The absence of such details will affect the level of after sales service given by VIDEOCENTRIC and may result in the manufacturer regarding products sold as unsupported. In most cases VIDEOCENTRIC will not supply a videoconferencing system to a reseller unless VIDEOCENTRIC is also contracted to install and maintain the system, in which case VIDEOCENTRIC will collect full details about the system as part of the installation process. Where a full maintenance contract is purchased, customer details will be made available to the manufacturer so that full end-to-end support is assured.

Un-authorized Two-tier selling. Where a reseller, sells on a system to an end-customer without the knowledge or written agreement of VIDEOCENTRIC, then the reseller will be regarded as having sold the end-customer a 2nd-hand unit and as such neither the manufacturer, nor VIDEOCENTRIC is obliged to offer any support to the end-user other than to advise

them to approach the reseller they bought from, who will be deemed to be unauthorised. All support communication, dead-on-arrival considerations, warranty, returns and database information will relate to the Reseller’s delivery address and from the date that delivery was made to that address, not to subsequent end user receipt. In the absence of a hardware maintenance contract, warranty is limited to “return-to-factory” for the standard duration specified by the manufacturer and two way export/shipping charges shall be paid by the Reseller (on behalf of the end Customer) in advance of investigation. In the event that new software has been released since the hardware was originally shipped by the manufacturer, and a replacement system containing newer software needs to be delivered back to the Customer, if that system is not covered by a valid software maintenance contract, then the published cost of interim software releases will also have to be borne by, and pre-paid by the Reseller (on behalf of the end Customer), before the replacement or repaired system will be delivered back.

Disclaimer. EXCEPT FOR THE WARRANTIES SET OUT BY EQUIPMENT MANUFACTURERS, VIDEOCENTRIC MAKES AND CUSTOMER RECEIVES NO WARRANTIES ON THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THIS AGREEMENT OR COMMUNICATION WITH CUSTOMER, AND VIDEOCENTRIC SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OR MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL VIDEOCENTRIC BE LIABLE FOR ANY DAMAGES, INCLUDING LOSS OF PROFITS, OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE USE, OR INABILITY TO USE THE PRODUCTS.

Legal issues

If any party commences an action connected with these Conditions, then the prevailing party shall recover reasonable legal fees from the non-prevailing party, plus any other fees which the prevailing party shall be entitled to receive.

Compliance of Law. VideoCentric and Customer shall both comply with the Law in all aspects of conducting business together and shall do everything in their powers to ensure that their management team, staff, consultants, agents, associates, contractors and sub-contractors are aware of their obligations, including but not limited to, Health & Safety legislation, Criminal Law and Fair Business Practice.

Governing Law. This Agreement shall be governed by and construed in accordance with English law.

Jurisdiction. The parties agree that any English Court of Law, shall be the venue for the hearing of any claim or matter relating to this Agreement, and the parties hereto agree to submit to the jurisdiction of any such Court.

Acceptance of VideoCentric’s Terms & Conditions

	Customer representative:	VIDEOCENTRIC representative:
Print Name:		
Title:		
Signature:		
Date:		

Exclusions Agreed with VideoCentric (if any): List here.

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Mutual Confidentiality Agreement (Non-Disclosure Agreement, NDA) (Optional)

1. In consideration of VIDEOCENTRIC and Customer disclosing and/or providing each other certain confidential documentation, drawings, specifications, diagrams, plans, release/launch dates, notes, data, patterns, models, samples, software applications, computer outputs, computer output applications or other materials or records relating to all VIDEOCENTRIC products, VIDEOCENTRIC-Partner products, VIDEOCENTRIC Business, Customer Business, VIDEOCENTRIC Customers, Customer Customers, (hereinafter "the Information"), for the sole purpose of keeping the Information (whether supplied in reproducible or unreproducible form) entirely confidential at all times and in doing so to apply the strictest security measure at all times and places to ensure that the Information is disclosed only to those to whom such disclosure is strictly necessary for the purposes envisaged by the Customer Agreement and for whom secrecy undertakings, enforceable at our request, have been obtained.

2. The Customer and VIDEOCENTRIC hereby acknowledge that the Information disclosed to each other, is regarded as highly confidential, and undertakes that it will not, during and for a period of five (5) years from the expiry of this agreement, disclose said Information, or any part thereof, to any third party or use the same for any purpose other than that mentioned in Section 1 above without the written consent of the "Owning Party" (that being either VIDEOCENTRIC or the Customer, whosoever shall own the information in question), except if and to the extent that:
 - (a) the information is in the public domain at the time of disclosure, except by the breach of the "Recipient Party" (that being either VIDEOCENTRIC or the Customer, whosoever shall have received the information from the Owning Party of its obligations hereunder; or

 - b) the information is received by the Recipient Party from another Third Party, provided that such information was not obtained by said Third Party directly or indirectly from the Owning Party pursuant to obligations of confidentiality and was disclosed without the Owning Party's consent; or

 - (c) is shown by the Recipient Party to be in its possession at the time of disclosure and which was not acquired directly or indirectly under obligations of secrecy to the Owning Party.

4. The Customer and VIDEOCENTRIC undertake to disclose the Information only to those of its consultants, employees and affiliates who have to be so informed in order to ensure its proper evaluation. The Customer and VIDEOCENTRIC will be separately responsible for ensuring that the obligations of confidentiality contained herein are observed by said consultants, employees and affiliates, during this Agreement or after its expiry, even after the termination of employment by such individuals.

5. The Customer and VIDEOCENTRIC mutually agree that no license or warranty regarding the Information is granted by implication or otherwise under this Confidentiality agreement except a license to use the Information for the purposes set forth in Section 1 above, of this appendix.

6. **Acceptance of NDA**

	Customer representative:	VIDEOCENTRIC representative:
Print Name:		
Title:		
Signature:		
Date:		